

flock on the PRODUCER'S property, and PRODUCER shall assume the costs for any necessary disbursements.

- C. Unless otherwise expressed in this Agreement, PERDUE and PRODUCER shall not be held responsible for damages to the other caused by supplies provided or delay or failure to perform hereunder when the delay or failure is due to fires, strikes, acts of God, legal acts of public authorities, or delays or defaults due to labor, feed or fuel shortages, which are due to a natural disaster (including, but not limited to, fire, flood, windstorm, or hailstorm) which cannot be reasonably forecasted or protected against.
- D. PERDUE shall have the right to sell, move, or otherwise dispose of each flock consigned under this Agreement at any time or times it deems best, without any liens, distraint proceedings, or charges whatsoever of creditors of PRODUCER.
- E. In the event this contract is terminated by either PERDUE or PRODUCER, all amounts owing to PERDUE or PRODUCER will be payable immediately, or shall be paid as otherwise described in this Agreement.
- F. For the convenience of not having to initiate a new Agreement after each flock, this Agreement shall be continuous until the Agreement is terminated by either PERDUE or PRODUCER.
- \*G. This Agreement may be terminated by either party at any time by written notice to the other in the event of any material default by the other party. Any such termination shall not relieve the defaulting party of any liability to the other on account of any default hereunder occurring prior to termination. Either party may terminate this Agreement at any time for any reason by giving written notice to the other party no later than six weeks prior to the movement of the pullets and cockerels from PRODUCER'S farm.
- H. Notwithstanding any other provision of this Agreement, the amounts due PRODUCER hereunder shall be the amounts calculated pursuant to the other provisions of this Agreement reduced by any and all amounts paid or advanced by PERDUE, at any time, to or on behalf of PRODUCER, and further reduced by any amounts chargeable to PRODUCER hereunder or owing from PRODUCER to PERDUE. Adjustments necessary because of such payments, advances, or amounts shall be made when appropriate.
- I. If any section of this Agreement is found invalid by a court of competent jurisdiction, such section shall be considered eliminated but shall in no way otherwise effect the validity of any other section of this Agreement.